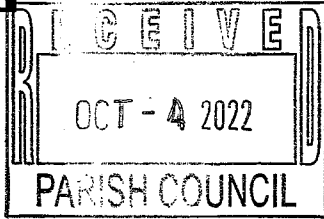


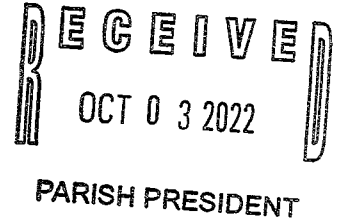


# State of Louisiana

JOHN BEL EDWARDS  
GOVERNOR

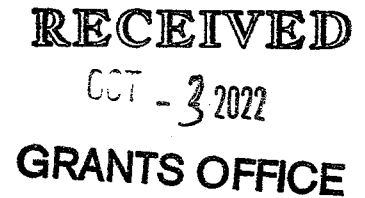


September 30, 2022



Matthew Jewell  
St. Charles Parish Government  
P.O. Box 302  
Hahnville, LA 70057

RE: Contract: 2000557115  
Amendment No.:1  
"Construction of the Kellogg Pump Station T-Wall (BA-0244)"



Dear Mr. Jewell:

Enclosed for your records please find an executed copy of the above-mentioned amendment reflecting approval of the Coastal Protection and Restoration Authority.

Should you have any questions, please call Ignacio Harrouch at (225) 342- 4501.

Sincerely,

Aiesha Cockerham  
Coastal Resources Program Specialist

Enclosure  
c: Ignacio Harrouch, CPRA

### Executive Division

**AMENDMENT NO. 1**

**TO THE**

**INTERGOVERNMENTAL AGREEMENT**

**BETWEEN**

**STATE OF LOUISIANA,**

**THROUGH THE COASTAL PROTECTION AND RESTORATION AUTHORITY  
BOARD**

**AND**

**SAINT CHARLES PARISH GOVERNMENT**

**REGARDING**

**CONSTRUCTION OF THE KELLOGG PUMP STATION T-WALL  
CONSTRUCTION BA-0244**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”), is entered into and effective on June 30, 2022, by and between the State of Louisiana through the Coastal Protection and Restoration Authority Board, (hereinafter referred to as the “STATE”) acting by and through the Chairman of the Board, Kyle R. “Chip” Kline, Jr., and the Saint Charles Parish Government (hereinafter referred to as the “SCPG”) represented by its duly authorized Parish President, Matthew Jewell (the STATE and SCPG are collectively referred to herein as the “Parties”).

**WHEREAS**, Article VII, Section 14 of the Louisiana Constitution provides, in part, that “(f)or a public purpose, the state and its political subdivisions . . . may engage in cooperative endeavors with each other . . .”; and

**WHEREAS**, pursuant to La. R.S. 49:214.5.2(A)(1), the Coastal Protection and Restoration Authority Board (the “BOARD”) represents the State of Louisiana’s position relative to the protection, conservation, enhancement, and restoration of the coastal area of the state through oversight of integrated coastal protection projects and programs and at La. R.S. 49:214.5.2(A)(7), the BOARD has the power and authority to enter into any contract with any political subdivision of the state for the study, planning, engineering, design, construction, operation, maintenance, repair, rehabilitation, or replacement of any integrated coastal protection project and to this end, may contract for the acceptance of any grant of money upon the terms and conditions, including any requirement of matching the grants in whole or part, which may be necessary; and

**WHEREAS**, pursuant to La. R.S. 49:214.6.1, the Coastal Protection and Restoration Authority (“CPRA”) is the implementation and enforcement arm of the BOARD and is directed by the policy set by the BOARD, and pursuant to La. R.S. 49:214.6.2 and La. R.S. 49:214.6.3, CPRA shall administer the programs of the BOARD and shall implement projects relative to the protection, conservation, enhancement, and restoration of the coastal area of the State of Louisiana through oversight of integrated coastal projects and programs consistent with the legislative intent as expressed in La. R.S. 49:214.1, and the BOARD directs, CPRA to administer and implement the obligations undertaken by the BOARD pursuant to this Agreement; and

**WHEREAS**, the SCPG has the authority of a local political subdivision to enter into agreements with governmental bodies, such as the STATE, for the public welfare, health, safety and good order of its jurisdiction by virtue of the specific authority granted in La. R.S.33:1236) ; and

**WHEREAS**, the SCPG is authorized under La. R.S. 38:281, et seq., La. R.S. 38:301, and La. Const. Article VI, Part III of the Louisiana Constitution to provide for the

construction and maintenance of levees, levee drainage, flood protection, and hurricane flood protection within the territorial jurisdiction of the SCPG, and all purposes incidental thereto, including on its own behalf or for the areas or the levee districts under its authority; and

**WHEREAS**, under La. R.S. 38:281 et seq., R.S. 38:301, and La. Const. Article VI, Part III, the construction, maintenance, and care and inspection of levees, and all other things incidental thereto, within the jurisdiction of the numerous levee districts and levee authorities established by Louisiana law shall devolve on the levee districts and levee authorities and the boards of commissioners of the respective levee districts and levee authorities; and

**WHEREAS**, the Parties desire to enter into this Agreement for the purpose of reducing the threat of harm to citizens and damage to property in St. Charles Parish through the prevention of backwater flooding, by constructing the Kellogg Pump Station Fronting Protection (“Project” or “Kellogg Pump Station T-Wall Construction”); and

**WHEREAS**, the Project is an integrated coastal protection project eligible for funding under Section 105 the Gulf of Mexico Energy Security Act (GOMESA) Act of 2006 (Title I of Division C of Public Law 109-432; 43 U.S.C. 1331 *et seq.*; 120 Stat. 3000), 30 C.F.R. Parts 219 and 1219, Louisiana Constitution Article VII, Sections 9(B), 10.1 and 10.2, and La. R.S. 49:214.5.4(E); and

**WHEREAS**, the Project is consistent with the STATE’S 2017 Coastal Master Plan and Fiscal Year 2021 Annual Plan, and is identified as eligible for allocation of proposed GOMESA funding, contingent upon funding being made available to the STATE for the Project; and

**WHEREAS**, during the construction phase, the STATE and SCPG will mutually develop a specific operation, maintenance, repair, rehabilitation and replacement (OMRR&R) plan for the Kellogg Pump Station T-Wall Construction; and

**WHEREAS**, SCPG will be responsible for 100% of the OMRR&R of Kellogg Pump Station T-Wall Construction, but plans to enter into cooperative agreements or other sub-agreements in accordance with the Constitution and laws of the State of Louisiana with other local sponsors for the performance of SCPG’s OMRR&R obligations under the agreement; and

**WHEREAS**, SCPG will be responsible for 100% of the Construction Administration, Supervision and Inspection, and Quality Assurance (QA) services, project management support during construction and design engineering services during construction of the Kellogg Pump Station T-Wall; and

**WHEREAS**, this Agreement will be mutually beneficial to the Parties in the furtherance of their respective statutory purposes, duties, and authorities, and each Party expects to receive a public benefit at least equal to the costs of the responsibilities undertaken pursuant hereto; and

**WHEREAS**, the STATE and SCPG, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Parties through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Parties, and to facilitate the successful implementation of the Project as described herein; and

**NOW, THEREFORE**, in consideration of the Parties’ mutual undertakings herein and the purposes, duties, and authorities granted under La. R.S. 49:214.1 *et seq.*, the constitution and general laws of the State of Louisiana, the Parties hereto do hereby agree that the following articles are amended as follows:

**The following article is hereby deleted in its entirety and the following is substituted therefor:**

The following article is hereby deleted in its entirety and the following is substituted therefor:

**ARTICLE XXXVIII**

**EFFECTIVE DATE / DURATION / MODIFICATION / TERMINATION**

This Agreement shall be effective for a period of forty-eight months, commencing on July 1, 2020, and terminating on June 30, 2024, unless otherwise terminated or amended by written mutual agreement of all parties or in accordance with the terms herein.

Except as otherwise provided herein, the provisions, terms and conditions contained in this Agreement may not be amended, modified, superseded, terminated, or otherwise altered except by mutual written consent of all Parties hereto.

This Agreement may be executed in multiple originals.

THUS DONE, PASSED, AND SIGNED on the dates indicated below before the below-named notary and competent witnesses.

SAINT CHARLES PARISH GOVERNMENT

COASTAL PROTECTION AND RESTORATION AUTHORITY BOARD

BY: Matthew Jewell

Matthew Jewell, Parish President

BY: CJK  
Kyle R. "Clip" Kline, Jr., Chairman

DATE: 8-16-22

DATE: 8/16/22

72-6001208

(SCPG's Federal Identification Number)

WITNESSES:

Jennifer Crisp

Signature

Jennifer Crisp

Print Name

Billy Raymond

Signature

Billy Raymond

Print Name

WITNESSES:

Charles Sutch

Signature

Charles Sutch

Print Name

Enger Kinchen

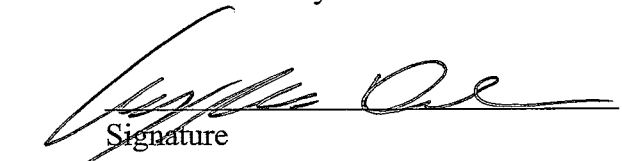
Signature

Enger Kinchen

Print Name

STATE OF LOUISIANA  
PARISH OF St. Charles

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 6<sup>th</sup> day of August 2022 personally came and appeared Matthew Jewell to me known, who declared that he is the Parish President of the St. Charles Parish Government that he executed the foregoing instrument on behalf of said entity and that the instrument was signed pursuant to the authority granted to him by said entity and that he acknowledged the instrument to be the free act and deed of said entity.

  
Signature

Corey M. Oubre  
Print Name

#28709 St. Charles Parish  
Louisiana Notary Public / Bar Number

My commission expires: for life

(SEAL)

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 4 day of AUGUST, 2022 personally came and appeared Kyle R. "Chip" Kline, Jr., to me known, who declared that he is the Chairman of the Coastal Protection and Restoration Authority Board, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

*Jason K. Placke*

Signature

JASON K. PLACKE

Print Name

30019

Louisiana Notary Public / Bar Number

My commission expires: AT DEATH

(SEAL)

